

IN THE UNITED STATES BANKRUPTCY COURT
District of South Carolina

In Re:

Julie Ann Cameron

Debtor(s)

Case Number **15-05370**
Chapter 13

**NOTICE OF PLAN MODIFICATION AFTER
CONFIRMATION, MOTIONS TO VALUE SECURITY, AVOID
JUDICIAL LIEN, AVOID A NONPURCHASE-MONEY,
NONPOSSESSORY SECURITY INTEREST AND LIEN,
AND/OR TO ASSUME OR REJECT AN EXECUTORY
CONTRACT/UNEXPIRED LEASE**

I. NOTICE TO CREDITORS AND PARTIES IN INTEREST: The above-captioned debtor¹ proposed a chapter 13 plan and motions that were previously confirmed by this court; debtor now moves, pursuant to 11 U.S.C. § 1329(a), Fed. R. Bankr. P. 3015(g), and Fed. R. Bankr. P. 2002(a)(5), to **modify the plan as follows:**

The debtor shall pay to the trustee the sum of \$ 1300.00 per month for a period of 5 months, then the sum of \$ 900.00 per month for a period of 55 months unless all allowed claims (other than long-term claims) are fully paid pursuant to the plan.

This modification to the chapter 13 plan and motions may affect your rights. Failure to object may constitute an implied acceptance of and consent to the relief requested.

A. ADDITIONS, MODIFICATIONS, OR DELETIONS: All additions or modifications to the Courts form plan are highlighted by italics. (See SC LBR 3015-2, SC LBR refers to the SC Local Bankruptcy Rules, available at www.scb.uscourts.gov) Deletions are noted as Not Applicable or by striking through the deleted provisions. If changes are substantial or if an alternative plan is proposed, a cover sheet that summarizes and identifies the changes shall be filed and served herewith.

B. DEADLINE FOR FILING OBJECTIONS, OPPORTUNITY FOR NOTICE AND HEARING ON CONFIRMATION OF MODIFIED CHAPTER 13 PLAN AND MOTIONS: Objections to the motions and any provision of the plan must be made in accordance with SC LBR 9014-1, properly served, and filed with the United States Bankruptcy Court, 1100 Laurel Street, Columbia, SC 29201, within twenty-eight (28) days from the date this document is served. Timely objections will be scheduled for hearing and separate notice of such a hearing will be given. If no timely objection is filed, the Court, upon recommendation of the chapter 13 trustee and without further hearing or notice, may enter an order confirming the modified plan and granting the motions.

II. MOTION TO VALUE SECURITY, AVOID JUDICIAL LIEN, AVOID A NONPURCHASEMONEY, NONPOSSESSORY SECURITY INTEREST AND LIEN, AND/OR TO ASSUME OR REJECT AN EXECUTORY CONTRACT/UNEXPIRED LEASE. The debtor requests that confirmation of this plan alter the rights of the following creditor:

A. Nonpossessory, Nonpurchase - Money Lien: The debtor moves, pursuant to 11 U.S.C. § 522(f), to avoid the following nonpossessory, nonpurchase- money security interest and lien in household goods:

Name of creditor and description of property securing lien	Value of Debtors interest in property	Total of all other liens	Exemption	Estimated security interest/debt	Security interest Not avoided (see IV(B)(4) below)	Security interest to be avoided (see IV(E) below)
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¹ When used herein, the term "debtor" shall apply as applicable either in the singular or in the plural, if there are joint debtors in the case.

Name of creditor and description of property securing lien	Value of Debtors interest in property	Total of all other liens	Exemption	Estimated security interest/debt	Security interest Not avoided (see IV(B)(4) below)	Security interest to be avoided (see IV(E) below)
-NONE-						

B. Judicial Lien: The debtor moves, pursuant to 11 U.S.C. § 522(f), to avoid the following judicial lien:²

Name of creditor and description of property securing lien	Estimated judicial lien	Total of all senior/unavoidable liens	Applicable Exemption and Code Section	Value of the debtors interest in property	Judicial lien Not avoided	Judicial lien avoided
-NONE-						

C. Valuation of Security: The debtor moves, in accordance with 11 U.S.C. § 506, to establish the value of a lien as follows:

Name of creditor and description of property securing lien	Value of Debtors interest in property	Holder and amount of superior liens	Estimate of creditors claim	Value of lien (see IV(B)(4) below)	Unsecured claim after valuation (see IV(E) below)
ABNB Credit Union (2009 Ford Edge Utility)	13,575.00	None	17,573.00	13,575.00	3,998.00

D. Assumption or Rejection of Executory Contract/Unexpired Lease: The debtor moves for the assumption of the following executory contract and/or unexpired lease. The debtor agrees to abide by all terms of the agreement and to cure any pre-petition arrearage or default in the manner below. Any executory contract or unexpired lease not specifically mentioned is rejected.

Name of Creditor and lease or contract to be assumed	Amount of regular payment	Estimated amount of Default (state if none)	Cure Provisions for any default paid by (Debtor or trustee)	Regular payments to be paid by Debtor directly to creditor beginning (month/year)
-NONE-				

III. THE CHAPTER 13 PLAN: PAYMENT OBLIGATIONS OF THE DEBTOR.

A. Payments from the debtor to the chapter 13 trustee (the trustee): The debtor submits to the supervision and control of the trustee all or such portion of future earnings or other future income as is necessary for the execution of the plan. In addition, the debtor will pay to the trustee any portion of a recovery under a pre-petition claim or cause of action that constitutes disposable income or is not exempt.

*The debtor shall pay to the trustee the sum of \$ **1300.00** per month for a period of **5** months, then the sum of \$ **900.00** per month for a period of **55** months unless all allowed claims (other than long-term claims) are fully paid pursuant to the plan.*

B. Payments from the debtor directly to creditors: The debtor shall pay all post-petition priority obligations, including but not limited to taxes and post-petition domestic support, and pay regular payments on assumed executory contracts or leases, directly to the holder of the claim as the obligations come due, unless otherwise ordered by the Court. The debtor may be required to pay some or a portion of pre-petition debts directly to a creditor in addition to required payments to the trustee, as indicated in paragraph II(D) above and/or in the paragraphs that follow.

² For co-owned property, see In re Ware, 274 B.R. 206 (Bankr. D.S.C. 2001) and Exhibit C to SC LBR 4003-2.

IV. PLAN DISTRIBUTIONS TO CREDITORS. To receive a distribution from the trustee, a proof of claim, including adequate supporting documentation, must be filed with the Court. If a claim designated in this plan as secured is filed as an unsecured claim and the plan is confirmed, the claim may be treated as unsecured for purposes of plan distributions by the trustee. If a creditor files a proof of claim alleging that the claim is secured, but does not timely object to the confirmation of the plan and the claim is treated as unsecured in a confirmed plan, the claim may be treated as unsecured for purposes of plan distributions by the trustee. Confirmation of this plan does not bar a party in interest from objecting to a claim. The trustee, after the deduction of the trustee's commission and expenses, or the debtor, as indicated, shall make payments as follows:

A. Attorney for the debtor:

1. The debtor and the debtors attorney have agreed to an attorneys fee in the amount of \$ 3,500.00 for the services identified in the Rule 2016(b) disclosure statement filed in this case. The amount of \$ 300.00 was paid prior to the filing of the case. The remaining fee shall be disbursed by the trustee as follows: Following confirmation of the plan and unless the Court orders otherwise, the trustee shall disburse \$1,000.00 to the attorney from the initial disbursement.³ Thereafter, the balance of the attorneys compensation as allowed by the Court shall be paid, to the extent then due, with all funds remaining each month after payment of allowed secured claims and pre-petition arrearages on domestic support obligations. In instances where an attorney assumes representation in a pending *pro se* case and a plan is confirmed, a separate order may be entered by the Court, without further notice, which allows for the payment of a portion of the attorneys fees in advance of payments to creditors.

2. If, as an alternative to the above treatment, the debtors attorney has received a retainer and cost advance and agreed to file fee applications for compensation and expenses in this case pursuant to 11 U.S.C. § 330, the retainer and cost advance shall be held in trust until fees and expense reimbursements are approved by the Court. Prior to the filing of this case, the attorney has received \$ and for plan confirmation purposes only, the fees and expenses of counsel are estimated at \$ or less.

B. Secured Creditor Claim: The plan treats secured claims as follows:

1. General Provisions: The terms of the debtors pre-petition agreement with a secured creditor shall continue to apply except as modified by this plan, the order confirming the plan, or other order of the Court. Holders of secured claims shall retain liens to the extent provided by 11 U.S.C. § 1325(a)(5)(B)(i). Secured creditors paid the full secured claim provided for by this plan shall timely satisfy any liens in the manner required by applicable law or order of this Court. Any creditor holding a claim secured by property that is removed from the protection of the automatic stay by order, surrender, or through operation of the plan will receive no further distribution from the chapter 13 trustee on account of any secured claim. This also applies to creditors who may claim an interest in, or lien on, property that is removed from the protection of the automatic stay by another lienholder or released to another lienholder, unless the Court orders otherwise. Any funds that would have been paid to any such creditor will be distributed according to the remaining terms of the plan. (The preceding language does not apply if the sole reason for its application arises under 11 U.S.C. §362(c)(3) or (c)(4).) Any creditor affected by this provision may file an itemized proof of claim for any unsecured deficiency within a reasonable time after the removal of the property from the protection of the automatic stay. Secured creditors that will be paid directly by the debtor may send standard payment and escrow notices, payment coupons, or inquiries about insurance, and such action will not be considered a violation of the automatic stay.

2. Long-term or mortgage debt. No default:

The debtor is current on obligations to -NONE- and will continue regular payments directly to that creditor. Description of collateral:

3. Long term or mortgage debt. Curing default: 11 U.S.C. 1322(b)(3) and/or (5):

a. Arrearage payments. The trustee shall pay the arrearage as stated in the creditor's allowed claim or as otherwise ordered by the Court to -NONE- at the rate of \$(payment amount) or more per month, for (collateral description), along with (percentage)% interest. The creditor shall apply trustee payments solely to those designated arrearages, i.e., those arrearages accruing before the month specified in (b) below. For so long as the debtor complies with this plan, a creditor may not declare a default based on any payment delinquency to be cured by this paragraph and the creditor shall not impose any post-petition fee on account of any arrearage paid by the trustee.

³ The chapter 13 trustee shall not at any time disburse to the debtor's attorney more than: (a) the unpaid balance of (1) the fee to be paid under the plan pursuant to paragraph 1 herein, or (2) the fee previously applied for and authorized pursuant to paragraph 2 herein, plus (b) any supplemental fee then applied for and authorized under the terms of the applicable Procedures for Approval of Attorney's Fees in Chapter 13 Cases.

b. Maintenance of regular non-arrearage payments. Beginning (month and year), the Debtor shall pay directly to the creditor non-arrearage payments arising under the agreement with the secured creditor. The creditor shall apply each payment under this paragraph solely to post-petition obligations that accrue during or after the month specified herein.

4. Secured portion of claims altered by valuation and lien avoidance:

The trustee shall pay **ABNB Credit Union (2009 Ford Edge Utility)** the sum of **\$258.00** or more per month, along with **5.25%** interest until the secured claim of **\$13,575.00** established above is paid in full. The remaining portion of the allowed claim will be treated as a general unsecured claim.

5. Other secured debts (allowed claim to be paid in full without valuation or avoidance of lien):

The trustee shall pay -NONE- the sum of \$(payment amount) or more per month, along with (percentage)% interest until the allowed secured claim is paid in full.

6. Surrender of property:

The debtor will surrender the following property upon confirmation of the plan. The order confirming plan shall terminate the automatic stay as to that property: **ABNB Credit Union (2011 Ford F350 Pickup)**. Any creditor affected by this provision may file an itemized proof of claim for any unsecured deficiency within a reasonable time after the surrender of the property.

The debtor will surrender the following property upon confirmation of the plan. The order confirming plan shall terminate the automatic stay as to that property: **Sentara Hospitals (4706 Padma Court, Virginia Beach, VA 23462, Virginia Beach County)**. Any creditor affected by this provision may file an itemized proof of claim for any unsecured deficiency within a reasonable time after the surrender of the property.

The debtor will surrender the following property upon confirmation of the plan. The order confirming plan shall terminate the automatic stay as to that property: **Stearns Lending (4706 Padma Court, Virginia Beach, VA 23462, Virginia Beach County)**. Any creditor affected by this provision may file an itemized proof of claim for any unsecured deficiency within a reasonable time after the surrender of the property.

7. Secured tax debt:

The trustee shall pay _ the sum of \$ 0.00 or more per month until the net balance of creditor's secured claim plus 0 % interest has been paid. If the lien is to be valued, the debtor shall file a separate motion to value the claim and establish priority of any remaining tax obligations. If a tax priority creditor files a claim designated as secured, is not treated as secured in this paragraph, and does not timely object to confirmation of this plan, then the claim may be paid as a priority claim for purposes of distributions from the trustee.

C. Priority Creditors: Priority claims shall be paid as follows:

1. Domestic Support Claims. 11 U.S.C. § 507(a)(1):

a. Pre-petition arrearages.

The trustee shall pay the pre-petition domestic support obligation arrearage to -NONE-, at the rate of \$(amount) or more per month until the balance, without interest, is paid in full.

b. The debtor shall pay all post-petition domestic support obligations as defined in 11 U.S.C. §101(14A) on a timely basis directly to the creditor.

c. Any party entitled to collect child support or alimony under applicable non-bankruptcy law may collect those obligations coming due after this case was filed from the income or assets of the debtor-parent/spouse without further order or relief from the automatic stay. (Any claim for child support or alimony due before this case was filed must be collected in accordance with 11 U.S.C. § 507(a)(1) and 11 U.S.C. § 1322(a)(2).)

2. Other Priority debt. The trustee shall pay all remaining pre-petition 11 U.S.C. § 507 priority claims on a *pro rata* basis.

D. Executory Contracts and Unexpired Leases: Regular payments that arise post-petition under an executory contract or lease that is being assumed shall be paid directly by the debtor according to the terms of the contract or lease. Pre-petition defaults will be cured by payments of the sum of \$ 0.00 or more per month by the trustee or the debtor according to paragraph II(D). Claims arising from the rejection of executory contracts or leases shall be general unsecured claims unless otherwise ordered by the Court.

E. General Unsecured Creditors: General unsecured creditors shall be paid allowed claims *pro rata* by the trustee to the extent that funds are available after payment of all other allowed claims. The debtor does propose to pay 100% of general unsecured claims.

V. PROPERTY OF THE ESTATE, STATUS AND OBLIGATIONS OF THE DEBTOR AFTER CONFIRMATION: Upon confirmation of the plan, property of the estate will remain property of the estate, but possession of property of the estate shall remain with the debtor. The chapter 13 trustee shall have no responsibility regarding the use or maintenance of property of the estate. The debtor is responsible for protecting the non-exempt value of all property of the estate and for protecting the estate from any liability resulting from operation of a business by the debtor. Nothing herein is intended to waive or affect adversely any rights of the debtor, the trustee, or party with respect to any causes of action owned by the debtor.

Date: March 8, 2016

BY: /s/ F. Lee O'Steen

F. Lee O'Steen ~08032

P.O. Box 36534

Rock Hill, SC 29732

(803) 327-5300

Attorney for the Debtor/*Pro Se* Debtor

District Court I.D. 08032

CERTIFICATE OF SERVICE

The above signing parties certify that the foregoing Notice, Plan and Motions was served on all creditors and parties in interest entitled to such notice on the above stated date. The list of the specific names and addresses of parties served with the plan is attached to the plan filed with the Court.

Trustee served by electronic notice.

Label Matrix for local noticing
0420-3
Case 15-05370-jw
District of South Carolina
Columbia
Tue Mar 8 16:38:08 EST 2016

ABNB Credit Union
U S Naval Amphibious Base
Chesapeake VA 23320

ANAB FCU
Collections Dept
830 Greenbrier Circle
Chesapeake VA 23320-2624

AT&T
PO Box 105503
Atlanta GA 30348-5503

AT&T
PO Box 772349
Ocala FL 34477-2349

American Airlines
P.O. Box 13337
Philadelphia PA 19101-3337

Barclays Bank Delaware
125 S West St
Wilmington DE 19801-5014

Barclays Bank Delaware
Attn: Bankruptcy
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Wilmington DE 19899-8801

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Salt Lake City UT 84130-0285

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Malvern, PA 19355-0701

Carney Retina & Macula Center
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Pittsburgh PA 15250-7863

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Dept. of Housing and Nbhd Preservation
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2424 Courthouse Dr, Bldg 18A
Virginia Beach VA 23456-9131

City of Virginia Beach
John T. Atkinson, Treasurer
2401 Courthouse Drive
Virginia Beach VA 23456-9018

City of Virginia Beach
Public Works and Public Utilities
2401 Courthouse Drive
Virginia Beach VA 23456-9120

Coastal Ear, Nose & Throat Surgeons
984 First Colonial Rd #302
Virginia Beach VA 23454-3196

Cox Communications
PO Box 9001087
Louisville KY 40290-1087

Credit Control
PO Box 120630
Newport News VA 23612-0630

Dept Of Ed/navient
Po Box 9635
Wilkes Barre PA 18773-9635

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PO BOX 26666
18TH FLOOR
RICHMOND VA 23261-6666

Equifax Information Services LLC
PO Box 740256
Atlanta GA 30374-0256

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Allen TX 75013-2002

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451 7th Street SW
Washington DC 20410-0001

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55 Beattie Place, Suite 700
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P.O. Box 71092
Charlotte NC 28272-1092

Internal Revenue Service
Centralized Insolvency Operations
P.O. Box 7346
Philadelphia PA 19101-7346

Kohls/capone
N56 W 17000 Ridgewood Dr
Menomonee Falls WI 53051-7096

Travis E. Menk Brock & Scott, PLLC 5121 Parkway Plaza Blvd., Suite 300 Charlotte, NC 28217-1965	Midlans Credit Management, Inc. as agent for MIDLAND FUNDING LLC PO Box 2011 Warren, MI 48090-2011	Navigent Solutions, Inc. Department of Educat Loan Services P.O. Box 9635 Wilkes-Barre, PA 18773-9635
North Carolina Department of Revenue Angela C. Fountain Bankruptcy Manager Collections Examination Division P.O. Box 1168 Raleigh NC 27602-1168	F. Lee O'Steen O'Steen Law Firm, LLC PO Box 36534 Rock Hill, SC 29732-0509	Paypal PO Box 981416 El Paso TX 79998-1416
Recovery Management Systems Corporation for Synchrony Bank 25 SE 2nd Avenue Suite 1120 Miami, FL 33131-1605	Recovery Management Systems Corporation 25 S.E. 2nd Avenue, Suite 1120 Miami, FL 33131-1605	Sentara Health Care PO Box 1875 Norfolk VA 23501-1875
Sentara Hospitals 600 Gresham Dr Norfolk VA 23507-1904	South Carolina Attorney General Honorable Alan Wilson P.O. Box 11549 Columbia SC 29211-1549	South Carolina Department of Revenue P.O. Box 12265 Columbia SC 29211-2265
Stearns Lending 3637 Sentara Way Virginia Beach VA 23452-4262	William K. Stephenson Jr. PO Box 8477 Columbia, SC 29202-8477	Synchrony Bank/Gap Attn: Bankruptcy Po Box 103104 Roswell GA 30076-9104
Synchrony Bank/Gap Po Box 965005 Orlando FL 32896-5005	Trans Union Corporation PO Box 2000 Crum Lynne PA 19022-2000	US Trustee's Office Strom Thurmond Federal Building 1835 Assembly Street Suite 953 Columbia, SC 29201-2448
U.S. Department of Justice 950 Pennsylvanie Avenue, NW Washington DC 20530-0001	US Attorney For SC 1441 Main Street Columbia SC 29201-2862	USDA P.O. Box 66827 Saint Louis MO 63166-6827
USDA Rural Development Centralized Servicing Center PO Box 66827 Saint Louis MO 63166-6827	Wells Fargo 1 Home Campus 3rd floor Des Moines IA 50328-0001	Wells Fargo Card Ser Po Box 14517 Des Moines IA 50306-3517
Wells Fargo Card Services 1 Home Campus 3rd Floor Des Moines, IA 50328-0001	York County Clerk of Court PO Box 649 York SC 29745-0649	

The preferred mailing address (p) above has been substituted for the following entity/entities as so specified by said entity/entities in a Notice of Address filed pursuant to 11 U.S.C. 342(f) and Fed.R.Bank.P. 2002 (g)(4).